

CONRAIL



RECEIVED

Nov 13 2 26 PM '78

RECORDATION NO. 9668-2 Filed 1425

NOV 13 1978 - 2 20 PM

I. C. C.

FEE OPERATION BR.

INTERSTATE COMMERCE COMMISSION

November 13, 1978

8-317A175

HAND-DELIVER

No.

NOV 13 1978

Date

Fee \$10.00

Mr. H. G. Homme, Jr., Acting Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue  
Washington, D. C. 20423

ICC Washington, D. C.

Dear Mr. Homme:

Pursuant to Section 20c of the Interstate Commerce Act and as provided by Volume 49 Code of Federal Regulations Sections 1116.1 through 1116.4 we present the following document for recordation:

An Amendment Agreement, dated as of November 1, 1978, to a Lease of Equipment (the "Prime Lease") between Wells Fargo Leasing Corporation (the "Owner") and United States Lease Financing, Inc. (the "Lessee"), a Lease of Equipment (the "Sublease") between the Lessee and Consolidated Rail Corporation ("Conrail"), a Security Agreement dated as of July 15, 1978 (the "Security Agreement") between the Owner and The Philadelphia National Bank (the "Lender") and an Assignment and Agreement, dated as of July 15, 1978, between Consolidated Rail Corporation and the Owner, as amended by an Amendment Agreement, dated as of September 15, 1978 among Conrail, the Lender, the Owner, the Lessee, and United States Leasing International, Inc.

Owner: Wells Fargo Leasing Corporation  
633 Battery Street  
San Francisco, California 94111

Lender: The Philadelphia National Bank  
Broad & Chestnut Streets  
Philadelphia, Pennsylvania 19101

Lessee: United States Leasing Financing, Inc.  
633 Battery Street  
San Francisco, California 94111

Guarantor: United States Lease Financing International  
Inc.  
633 Battery Street  
San Francisco, California 94111

Railroad: Consolidated Rail Corporation  
Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104

CONSOLIDATED RAIL CORPORATION  
1138 Six Penn Center Plaza, Philadelphia, PA 19104

William O. Clark

11

The following Equipment is covered by this transaction:

(SEE ATTACHED APPENDIX)

Enclosed is our check for \$10 to cover the recordation fee.

The amended Prime Lease, the Sublease and Security Agreement were recorded with the Interstate Commerce Commission at 5:30 P.M., on August 30, 1978, and were assigned recordation numbers No. 9668, No. 9668-A and No. 9668-B, respectively. The Amendment Agreement, dated as of September 15, 1978, was filed with the Interstate Commerce Commission at 12:20 P.M., on September 29, 1978, and was assigned recordation No. 9668-C. The Amendment, dated as of November 1, 1978 has not been previously recorded with the Interstate Commerce Commission. After recording a counterpart of this document, please return the remaining copies, stamped with your recordation number to the individual presenting them for recordation.

Thank you for your assistance.

Sincerely yours,

A handwritten signature in cursive script, reading "Stephen C. Braverman", followed by a horizontal line.

Stephen C. Braverman  
Associate Corporate Counsel

SCB:ld  
Enclosure

APPENDIX

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>AAR MECHANICAL DESIGNATION</u>	<u>NO. OF UNITS</u>	<u>MARKED</u>	<u>NUMBERS INCLUSIVE</u>
Pettibone Model 220 RRC-110 ton railroad re-railing cranes with 220,000 lb. capacity at 11 ft. radius, with sister hook. Serial Nos. 220-226 RRC and 220-227 RRC. Manufactured by Pettibone Ohio Corp.	NONE	2	NONE	S-3058 and S-3052-X
Holmes Model RC-100, 100 ton rail-highway crane with 7,000 lb. counterweight, auxiliary carrier cab heater and sister hook. Serial No. K-78EA-520	NONE	1	NONE	S-3050-X

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

11/13/78

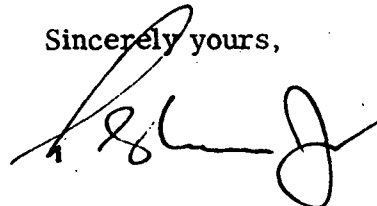
OFFICE OF THE SECRETARY

**Stephen C. Braverman**  
**Conrail**  
**Six Penn Center Plaza**  
**Phila.Pa. 19104**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 11/13/78 at 2:30pm , and assigned recordation number(s) 9668-D

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

AMENDMENT AGREEMENT NO. 2

RECORDATION NO. 9668 Filed 1425

NOV 13 1978 -2 20 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AGREEMENT ("Amendment") is dated as of November 1, 1978 and is by and among the undersigned parties who are all the parties to the Participation Agreement ("Participation Agreement") dated as of July 15, 1978. Terms and definitions herein have the same meaning as when used in the Participation Agreement.

NOW, THEREFORE, the parties hereto hereby mutually covenant and agree as follows:

1. The Railroad hereby transfers, assigns and sets over unto the Owner all right, title and interest of the Railroad in and to the purchase orders attached hereto as Exhibit A, which for all purposes of the Purchase Agreement shall constitute Purchase Contracts and the equipment described therein shall constitute Equipment, including the right to accept delivery of, and take title to the Equipment and the right to be named as purchaser and owner in the invoices and bills of sale for the Equipment to be delivered to the Railroad by Pettibone Ohio Corp. and Ernest Holmes Co., who for all purpose of the Purchase Agreement shall constitute Vendors. The Equipment described in the attached orders shall hereafter be subject to all representations, warranties, terms and conditions and all other agreements contained in the Purchase Agreement as if originally subject to the Purchase Agreement.

2. The Participation Agreement, the Lease, the Sublease and the Security Agreement are hereby amended to add the following description in lieu of the three 100 Ton Cranes

(estimated Lessor's Cost of \$294,000 each) as the Items of

Equipment covered by and subject to such agreements:

<u>Quantity</u>	<u>Description</u>	<u>Estimated Lessor's Cost</u>
2	Pettibone Model 220 RRC-110 ton railroad re-railing cranes with 220,000 lb. capacity at 11 ft. radius, with sister hook. Conrail I.D. Nos. S-3058-X and S-3052-X, Serial Nos. 220-226 RRC and 220-227 RRC.	\$282,085.00 each
1	Holmes Model RC-100, 100 ton rail-highway crane with 7,000 lb. counterweight, auxiliary carrier cab heater and sister hook. Conrail I.D. No. S-3050-X, Serial No. K-78EA-520.	\$268,739.00

3. The Security Agreement was filed and recorded with the Interstate Commerce Commission on August 30, 1978 under recordation No. 9668-B; the Lease was filed and recorded with the Interstate Commerce Commission on August 30, 1978, under recordation No. 9668 and the Sublease was filed and recorded with the Interstate Commerce Commission on August 30, 1978, under conveyance No. 9668-A. These agreements were previously amended by an Amendment Agreement dated as of September 15, 1978 filed and recorded with the Interstate Commerce Commission on September 29, 1978 under recordation No. 9668-C. This instrument shall be filed and recorded with the Interstate Commerce Commission immediately after execution hereof and shall constitute an amendment and supplement to the Security Agreement, the Lease, and the Sublease. The Lessee shall immediately prepare, the appropriate parties shall thereafter immediately sign and the Lessee shall thereafter immediately file amendments to, all

Uniform Commercial Code Financing Statements previously filed in this transaction to add thereto the description of the Equipment contained in Paragraph 2 above.

4. The term Certificated Item shall mean any Item of Equipment described in Paragraph 2 above for which a certificate of title is required pursuant to the provisions of any applicable motor vehicle code as to which notation of the Lender's security interest or the Owner's ownership interest, or both, upon such certificate of title may be necessary for the full protection of the rights of such parties. The Railroad will cause each Vendor of a Certificated Item to issue a manufacturer's certificate of origin therefor naming the Owner as the owner and purchaser of such Item. The Railroad agrees that upon the Closing Date for such Certificated Item (or any earlier date the Railroad can do so), the Railroad will obtain such manufacturer's certificate of origin therefor from the Vendor thereof and will immediately begin and diligently pursue the process of making application for a certificate of title and registration papers which show the Owner, as owner of such Item, the Lender as the holder of a first lien thereon, and where applicable law permits, the Lessee as a lessee of the Item and within three months of such Closing Date will have obtained and delivered to the Lender, such certificate of title and registration papers. On such Closing Date the Railroad will deliver to the Owner and the Lender a copy of such manufacturer's certificate of origin, such application and all attached or enclosed papers. Failure to obtain and deliver to the Lender such a certificate of title and registration papers for a Certificated Item within the time period allotted, provided the requirement

shall not have been expressly waived or modified in writing by the Owner and the Lender, shall constitute an Event of Default under the Lease and the Sublease unless on the First Basic Rent Date for such Item, the Railroad purchases such Item from the Owner for a price equal to the Lessor's Cost of such Item or the Fair Market Value thereof, whichever is higher (as such terms are defined in the Sublease) and pays the full installment of Basic Rent under the Sublease on such date together with the purchase price of such Item.

5. Except as amended or supplemented hereby, the Participation Agreement, the Purchase Agreement, the Lease, the Sublease, the Security Agreement and all other documents relating to the transaction evidenced thereby, shall remain in full force and effect; and whenever any future reference shall be made to any of such instruments such reference shall mean such instrument as amended hereby.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf and in their respective names as of the day and year first written above.

WELLS FARGO LEASING  
CORPORATION (Owner)

THE PHILADELPHIA NATIONAL BANK  
(Lender)

By *[Signature]*  
its **SENIOR VICE PRESIDENT**

By *[Signature]*  
its **Vice President**

By *[Signature]*  
its **SENIOR VICE PRESIDENT**

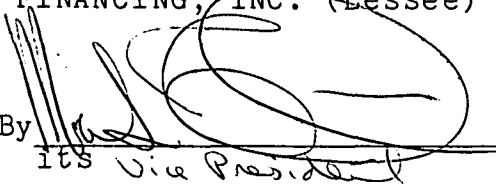




UNITED STATES LEASE  
FINANCING, INC. (Lessee)

By

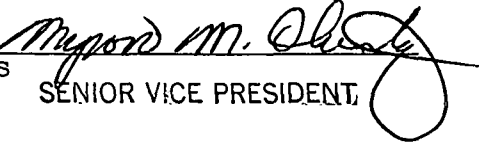
its

  
Vice President

UNITED STATES LEASING  
INTERNATIONAL, INC. (Guarantor)

By

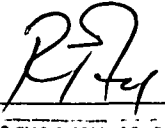
its

  
SENIOR VICE PRESIDENT

CONSOLIDATED RAIL CORPORATION  
(Railroad)

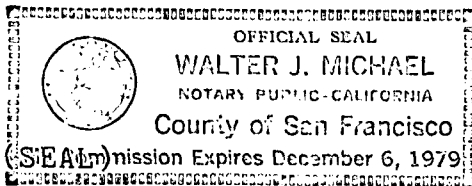
By

its

  
Vice President & Treasurer

STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 2nd day of November, 1978, before me personally appeared Marvin L. Ferenstein, to me personally known, who being by me duly sworn, says that he is the Vice President of UNITED STATES LEASE FINANCING, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

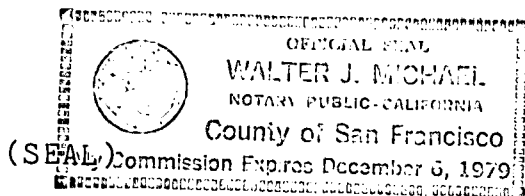


Walter J. Michael  
Notary Public

My Commission expires: December 6, 1979

STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 2nd day of November, 1978, before me personally appeared Myron M. Christy, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Walter J. Michael  
Notary Public

My commission expires: December 6, 1979

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF SAN FRANCISCO ) SS

On this 7<sup>th</sup> day of November, 1978, before me personally appeared Ronald E. Dean, to me personally known, who being by me duly sworn, says that he is the SENIOR VICE PRESIDENT of WELLS FARGO LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Mary Margaret Shypertt  
Notary Public

My commission expires: 4-4-81

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF SAN FRANCISCO ) SS

On this 7<sup>th</sup> day of November, 1978, before me personally appeared Charles A. Greenberg, to me personally known, who being by me duly sworn, says that he is the SENIOR VICE PRESIDENT of WELLS FARGO LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Mary Margaret Shypertt  
Notary Public

My commission expires: 4-4-81

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

}  
}  
}

SS

On this 9<sup>th</sup> day of November, 1978, before me personally appeared John P. Schenfelder, to me personally known, who being by me duly sworn, says that he is the Vice President of THE PHILADELPHIA NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

RUTH E. ADAMS

Notary Public, Philadelphia, Philadelphia Co.

(SEAL) My Commission Expires February 18, 1980

My commission expires: Feb. 18, 1980

Ruth E. Adams  
Notary Public

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

}  
}  
}

SS

On this 13<sup>th</sup> day of November, 1978, before me personally appeared R.T. Fox, to me personally known, who being by me duly sworn, says that he is the Vice President & Treasurer of CONSOLIDATED RAIL CORPORATION that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alfonso J. DiGregorio  
Notary Public

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 7, 1980

(SEAL)

My commission expires:

EXHIBIT A

	VENDOR	ORDER NO.	S/N	ID NO.	COST	LOCATION
T13606	Pettibone Ohio Corp. Subsidiary of Pettibone Corp	9573418	220-226 RRC	S-3058-X	\$282,085.	Scranton, Pa.
T13588	" "	9573413	220-227 RRC	S-3052-X	282,085.	Buffalo, NY
T13588	Ernest Holmes Co.	9573411	K-78EA-520	S-3050-X	268,739.	Chicago, IL

CONFIDENTIAL

FORWARDED TO: DIRECTOR  
 ROOM 401 - 1500 WALNUT STREET  
 PHILADELPHIA, PENNA. 19102

9573418

LINE NO.	MANAGEMENT CENTER	PUMP ACCL.	PFC	SUB CLASS	SUB ORDER	LOSS CENTER
	44756	037	2		14347	

Pettibone Inc Corp  
 Subsidiary of Pettibone Corp.  
 505 Stanford Dr.-Fairfield  
 Dayton, Ohio 45424

PLANT DESCRIPTION (P) C NO AND DISPOSITION (D) YES

**Figure 1**

Ballbond Model 220-MBC-110-ton railroad re-railing cranes with 220,000 lb. capacity at 11 ft. radius, with winter hook.

282085.00

Per your proposal dated 7/10/78 in reply  
to our inquiry T-13588

Terms: 1/2 of 18 days, net 20 days

Delivery: On or before 10/30/78

~~Inspection: Conrail's automotive dept. is to be notified two (2) weeks in advance of anticipated shipping date. No shipment is to be made without authorization of Mr. C. J. Brittain, Asst. Director Conrail's automotive fleet.~~

Phone No. (215) 393-6848

Unit is to be painted AREA Yellow

Identification No. S-3058-X is to be stenciled in 3" black letters and applied in a conspicuous location where it can be easily read.

The above unit is to be equipped with Hydraulic Tank Oil Heaters & Automatic Transmission Oil Heater

Confirmed order with L. Herron on 9/23/78

Delton. Minn.  
Shiping Point

### SPECIAL INSTRUCTIONS

2019 年

DATE

RECEIVED BY

(281)

APPROVED BY

DATE \_\_\_\_\_

41157722, 029, 254

T/13588

CONFIDENTIAL

T-13588

C/O  
Buffalo, NY 14212

RECEIVED 11/10/78  
ROOM 401 1111 WALNUT STREET  
PHILADELPHIA, PENNSA. 19102

10 37 78 HOURS 9573413

LINE NO.	QUANTITY	UNIT	PRICE	TOTAL	TAX	NET	GROSS
	44452	044	2			13137	

Pattibone, Ohio Corp  
Subsidiary of Pattibone Corp.  
308 Steward Dr.-Fairfield  
Newark, Del. 19711

QTY	UNIT	PRICE	TOTAL	DESCRIPTION	UNIT
1		93151650		Pattibone model 220 RRC-110 ton railroad	282085.00
2				YCHERING TRENCH WITH 220,000 LB.	
3				capacity at 11 ft. radius, with sister	
4				hook.	
5				Per your proposal dated 7/10/78 in reply	
6				to our inquiry T-13588	
7				Terms: 1/2 of 18 days, net 30 days	
8				Delivery: On or before 11/30/78	
9				Inspection: Conrail's automotive dept.	
10				is to be notified two (2) weeks in	
11				advance of anticipated shipping date. No	
12				shipment is to be made without	
13				authorization of Mr. C.J. Brittain, Asst.	
14				Director Conrail's automotive fleet.	
15				Phone No. (215) 693-3548	
16				Unit is to be painted AREA YELLOW	
17				Identification No. S-3052-X is to be	
18				stenciled in 3" black letters and applied	
19				in a conspicuous location where it can be	
20				easily read.	
21				The above unit is to be equipped with	
22				Hydraulic Tank Oil Heaters & Automatic	
23				Transmission Oil Heater	
24				Confirmed order with L. Harron on 9/25/78	

Shipping Point  
(111)

APPROVED BY

DATE

APPROVED BY

DATE

APPROVED BY

DATE

APPROVED BY

T-13588

C/O G. W. C. WOODMAN  
5000 S. Halsted Street  
Chicago, Ill. 60636

PURCHASING DEPARTMENT  
ROOM 401 - 1528 WALNUT STREET  
PHILADELPHIA, PENNA. 19102

10 78 NO461 9573411

LINE NO.	MANAGEMENT CENTER	PURP ACCT	C	SUB CLASS	WORK ORDER	COPI CENTER
	44331	041	2		1B137	

VENDOR NO. 04041002

BRUSH HOLMES CO.  
2505 E. 43rd Street  
Chattanooga, Tenn. 37407

QTY	UNIT	ITEM NO.	ITEM DESCRIPTION AND NO. AND DEL. DATE	UNIT PRICE
1	ea	07101537	Holmes Model HC-100, 100 ton rail-highway crane with 7,000 lb. counterweight, auxiliary carrier cab heater and sister hook. Per your proposal dated 7-6-78 in reply to our inquiry T-13588.	2.68739
			Terms: 2% 10, Net 30.	
			Delivery: On or before 12-13-78. (Nov 12)	
			Inspection: Conrail's automotive dept. is to be notified two (2) weeks in advance of anticipated shipping date. No shipment is to be made without authorization of Mr. C.J. Brittain, Asst. Director of Conrail's automotive fleet.	
			Phone No. (215) 893-6648	
			Unit is to be painted AREA Yellow	
			Identification No. S-3050-X is to be applied in 3" black symbols in a conspicuous location where it can be readily seen.	
			The above unit is to be equipped with a CE-1161 Transmission Heater	
			Confirmed order to John Hutchings 9/28/78	

APPROVED BY: [Signature]

DATE: [Signature] (SEE S/PT Chattanooga Tenn (10))

APPROVED BY

DATE

APPROVED BY

DATE

APPROVED BY

DATE

APPROVED BY: [Signature]

HOLMES